

Letter of Authorization/Consultant NDA

Date: 4/10/2018

To: AT&T
To be submitted electronically as needed.

Please be advised that we, Soledad Unified School District (the "Customer"), have entered into an agreement with David Sonderegger (the "Consultant"), with an office location at 19135 Garden Valley Way, Salinas, CA 93908, to operate as our agent to AT&T for the purpose of **performing telecom management & billing analysis** (the "Consultancy Work"). Consultant will perform the Consultancy Work in connection with the AT&T services and accounts identified below (collectively, the "Services"):

Wireline Services

Service Type	Scope of Authority
Optical Networking Services including OptiMAN, CSME, ASE, GigaMAN, DecaMAN,	Represent District in all manners in <u>discussions</u> with AT&T, including Account Team, Business Office and E-Rate Center Staff. District must approve any service or billing changes and any resolutions of billing disputes,.

Account Numbers
(If more than 9, use exhibit A for the list of accounts and ALL is not acceptable)

Circuit ID's

Contract ID's

(AT&T Account Number)	(AT&T Circuit ID)	(AT&T Contract ID)
Please see attached		

(Customer must identify the account numbers and, if appropriate, one or more of the other sections above. Consultant may add account numbers with Customer's written agreement in the event of a migration, or when accounts are generated, during the term of the LOA/NDA. The Consultant will add these account numbers with the AT&T Customer Care Agent with whom they established the fully executed LOA/NDA in an "as amended" document to be attached to the established LOA/NDA. If request for information is outside what has been defined in this section, a new LOA/NDA to cover the request for information will be required).

Letter of Authorization/NDA ("LOA/NDA") agreement expiration date: 06/30/2019

Subject to the terms of this Letter of Authorization/NDA ("LOA/NDA"), AT&T agrees: to accept Customer's authorization and designation of the Consultant to perform the Consultancy Work and to otherwise reasonably cooperate with the Consultant in accordance with the intents and purposes of this LOA/NDA.

Consultant agrees to follow any AT&T processes and procedures established by AT&T in connection with the Services that relate to the Consultancy Work.

Customer hereby authorizes AT&T to release to Consultant any and all information necessary for Consultant to perform the Consultancy Work. Customer acknowledges and agrees that AT&T's release of such information does not breach any confidentiality, privacy or security obligations that may be in place between AT&T and Customer. Customer acknowledges and agrees that Consultant may perform certain of the Consultancy Work by using certain of AT&T's online ordering and management tools that require a login and password. Customer understands and agrees that it is responsible for maintaining the confidentiality of such information and for restricting access to its computers. Customer agrees to accept responsibility for all activities that occur under its account with its login or password. Customer agrees that AT&T may rely on the authority of anyone accessing Customer's account or using its login and password.

All information that is confidential and proprietary to AT&T ("AT&T Confidential Information") shall be labeled as such and shall be deemed the property of AT&T. Consultant shall hold all AT&T Confidential Information it receives in confidence for at least three (3) years following the receipt and or at least three (3) years after the expiration of the longest service agreement between AT&T and Customer, whichever period is longer.

Consultant may disclose AT&T Confidential Information to Customer and both parties will hold all information in confidence. A receiving party may not disclose such AT&T Confidential Information to another party unless required by law to provide such AT&T Confidential Information.

Either Customer or AT&T may terminate this LOA/NDA on thirty (30) days written notice. Any modification or termination of Customer's authorization and designation of the Consultant or the Consultant's authorized personnel must be communicated to AT&T by an authorized Customer representative via written or electronic notice. The parties agree that the confidentiality obligations undertaken herein shall survive and continue after any termination of this Agreement.

The parties acknowledge that AT&T Confidential Information provided under this Agreement may be subject to U.S. export laws or regulations. The parties shall not use, distribute, transfer or transmit AT&T Confidential Information (even if incorporated into products, software or other information) except in compliance with such laws and regulations. If requested, the parties shall sign written assurances and other export-related documents as may be required to comply with such laws or regulations.

In the event of unauthorized disclosure of AT&T Confidential Information, AT&T shall be entitled injunctive relief. In addition, AT&T shall be entitled to reasonable costs, attorney fees, in addition to any other damages or remedy AT&T may be entitled to at law or in equity.

The law of the State of New York shall govern the agreement described in this LOA/NDA .

This LOA/NDA constitutes the entire understanding of the parties, which includes all prior discussions between the parties.

This LOA/NDA is not intended to and does not modify any agreement between AT&T and Customer.

AT&T may assign this LOA/NDA in whole or in relevant part to an AT&T affiliate without notice to Customer.

The parties have executed and agreed to be bound by this LOA/NDA by the signatures of their representatives below. Each party represents and warrants that the person executing this LOA/NDA on its behalf is fully authorized to do so.

CONSULTANT:

David Sonderegger, working under existing contract CSM

(Consultant Business Name)
4671 Golden Foothill Pkwy, suite 101, El Dorado Hills, CA
95762

(Consultant Business Address)
David Sonderegger

(Consultant Contact Name)
(831) 261-8197

(Consultant Contact Number)
dwsonde@comcast.net

(Consultant Contact Email Address)

(Consultant Contact Signature)

(Date)

AT&T Corp.

(AT&T Contact Signature)

v2.15Mar2012

CUSTOMER:

Soledad Unified School District

(Customer Business Name)
126 Metz Rd., Soledad, CA 93960

(Customer Business Address)

Annette Trujillo, Director of Technology

(Customer Contact Name and Title)
(831) 678-3967

(Customer Contact Number)
atrujillo@soledadusd.org

(Customer Contact Email Address)

(Customer Contact Signature)

(Date)

(Typed or Printed Name)

(Title)

(Date)

This services listed below are subject to the LOA signed by Soledad Unified School District April 10, 2018. Initial dt Date: 4/10/18

That LOA authorizes E-Rate Consultant David Sonderegger to discuss these services in detail with any and all persons at AT&T for any purpose.

0720823608	50KSFN502035PT
0720823608	50KSFN502035PT
0720823609	50KRFN502670PT
0720823609	50KRFN502670PT
0720823609	50KRFN502670PT
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0720823611611	50KRFN502676PT
0720823612	50KRFN502680PT
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0720823614	50KRFN502681PT
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0720823615615	50KRFN502684PT
0720823616616	50KRFN502668PT
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2343444995538	53L2XN000063-001PT
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2343444995538	53L2XN000070-001PT